

## Olympic Home Health

### Ratification Vote

### Contract Vote June 6, 2023

### Redline Changes Vote Document

**2.10** Lead. The employer may, in its discretion, assign lead duties when it is deemed appropriate. An employee assigned by the employer as a lead shall receive ~~one-three~~ dollars and ~~twenty-five~~ cents (\$3.25~~4.50~~) over the regular rate of pay for all hours assigned lead responsibilities by his/her manager.

2.12 Certification Premium. OMHH employees certified in a specialty area by a national organization shall be paid a premium of ~~one two~~ dollars (~~\$1.00~~) (\$2.00) per hour provided that the particular certification has been approved by the Director and Assistant Administrator and further provided that the employee continues to meet all education and other requirements to keep the certification current in good standing. Only one certification premium rate can be credited per employee.

### 2.13 Multiple Job Classifications.

OMHH employees who work in more than one job classification will be paid at the higher rate of pay while working in the higher paid classification. The parties will meet within sixty days of ratification to discuss whether to implement a cross training program and appropriate terms.

### 2.14 Scheduling During Inclement Weather.

The parties will meet within sixty days of ratification to discuss scheduling during inclement weather that impacts office operation as determined by leadership.

## 6.6 Personal Transportation.

Each employee whose duties require travel away from the Employer's offices is required to furnish their own transportation. When personal transportation is unavailable, it is the employee's responsibility to make arrangements for alternative transportation to fulfill the job requirements at the employee's own expense. If an employee's car is inoperable due to a collision that is not the employee's fault and that occurs while traveling on Agency business from an Agency office/work station to a client visit, between client visits or Agency offices/work stations, or between the employee's home and a client visit if on call, the Employer shall pay the cost of a rental car approved by the Employer for a maximum of ~~fifteen~~ (15) days, providing there is no other insurance coverage available. OMHH reserves the right to demand proof of valid driver's license and insurance at any time. The Employer shall pay the cost of the insurance deductible up to a maximum of \$500 for an auto vehicle accident that is not the employee's fault, as determined by law enforcement, and that occurs while traveling on Agency business, so long as the accident is promptly reported to law enforcement and proof of payment of the deductible is provided to the Agency Administrator.

It is a condition of employment that the employee maintains a valid driver's license and insurance coverage. At the time of employment and annually thereafter, each employee must present evidence that

the employee is fully licensed to operate a motor vehicle and that the employee has minimum automobile liability insurance coverage required by law. This information shall become part of the employee's personnel file. The employee shall immediately notify the Employer of any loss, revocation or suspension of driving privileges or insurance coverage. Should an employee's license or automobile insurance expire or lapse for a period of less than seven (7) calendar days, the employee may be placed on an unpaid leave of absence.

#### 7.4 Layoff Procedure.

A layoff shall be defined as a permanent reduction in force or a permanent hours reduction. Employees and the Union shall be given fourteen (14) days' notice of impending layoff. The Employer shall meet with the Union at the request of the Union during the fourteen (14) day period. Subject to Article 7.2, the order of layoff shall be employees who volunteer for layoff within a classification identified for layoff, probationary employees and regularly scheduled employees (by seniority) as defined in this Agreement. Employees on layoff shall be placed on a recall roster and recalled to work in inverse order of layoff. Employees shall be notified of recall by certified mail (return receipt requested). The employee shall respond to the recall notice within forty-eight (48) hours of receipt of same and shall return to work with fourteen (14) calendar days. The employee on layoff shall be required to keep the Employer informed of the employee's current address and phone number and shall inform the Employer when they will not be at their address for periods of one (1) week or longer. Employees on layoff status shall have priority for available extra per diem hours.

An employee classified as an ~~RN~~ Visit Nurse, ~~or~~ RN Case Manager ~~or~~ Patient Care Coordinator who is on the recall roster has the right to be recalled to openings for either an ~~RN~~ Visit Nurse, ~~or~~ RN Case Manager ~~or~~ Patient Care Coordinator. In the event an ~~RN~~ Visit Nurse accepts an offer of recall to an ~~RN~~ Case Manager ~~another~~ position, ~~they~~she/he will be subject to a ninety (90) calendar day trial period. If at the end of the trial period, it is determined that the ~~RN has~~ Visit Nurse ~~is~~ not demonstrated the skills and competencies required for the ~~new~~RN Case Manager position, the employee will be returned to the recall with recall rights effective for the period remaining in the twelve (12) calendar months from original effective date of layoff. Recall rights and employment shall terminate in the event an employee fails to accept an offer of recall to a position in his/her former job classification.

#### 9.1 Classification and Wage Rates.

NOTE: all proposed changes are effective on the first full pay period following ratification unless otherwise noted.

Wage rates are set forth in Exhibit A

##### 9.1.2 Wage Adjustments.

Employees paid on an hourly basis will be paid in accordance with the wage rates in Appendix A of this Agreement. ~~Employees compensated on a per visit basis will be paid in accordance with the pay set forth in Article 9.5.1.~~

- Year One: An across-the-board increase to wage scale of 5% effective the first full pay period following ratification with an additional 1.5% across the board increase effective the first full pay period following September 1, 2023.

- Effective first pay period following 3/1/24 – a 6% across the board increase to the wage scale; adjust scale to reflect 2% between steps;
- Effective first pay period following 3/1/25 – a 6% across-the-board **increase**; add one new step, Step 32, at 2% above step 30.

In addition to the wage increases above, the following market adjustments shall be made the first full pay period following ratification:

<u>Front Office/Supply Liaison</u>	<u>10%</u>
<u>Home Health NAC</u>	<u>26%</u>
<u>*HIM Specialist</u>	<u>6%</u>
<u>*Referral/Scheduling</u>	<u>6%</u>
<u>*Billing Rep</u>	<u>3.3%</u>
<u>LPN</u>	<u>16%</u>
<u>Medical Social Worker MSW</u>	<u>14%</u>
<u>Medical Social Worker Associate</u>	<u>14%</u>
<u>Visit Nurse</u>	<u>4%</u>
<u>**Occupational Therapist</u>	<u>13%</u>
<u>**Speech Therapist</u>	<u>10%</u>

<u>**Physical Therapist</u>	<u>2%</u>
<u>Lifeline Assistant</u>	<u>10%</u>
<u>Patient Care Coordinator</u>	<u>2%</u>
<u>RN Case Manager</u>	<u>2%</u>

The parties agree that the Medical Records Assistant position will be eliminated.

\*These classifications will be on the same pay grade

\*\*These classifications will be on the same pay grade

Ratification Bonus – Effective first full pay period following ratification, a ratification bonus of \$1500 shall be paid to all employees, prorated by FTE. Per Diems bonus shall be calculated using the last 12 months of hours worked to determine their FTE equivalent.

## 9.2 On-Call Pay.

RN Case Managers and Visit Nurses scheduled on call shall be paid \$~~75~~5.00 per night for 5:00PM to 8:00AM call. When called, the nurses will be paid for actual time worked (home to home travel included) at time-and-half the nurse's regular rate of pay. ~~for nurses paid on an hourly basis.~~

## 9.3 Weekend Differential.

Home Health ~~Aides and /Receptionist/Secretaries employees~~ shall be paid ~~four dollars (\$4.00)two dollars (\$2.00)~~ per hour for all hours worked on Saturday or Sunday. RN Case Mangers, Visit Nurses, LPNs, Physical Therapists, Occupational Therapists and Speech Therapists shall be paid ~~three dollars (\$3.00)~~ per hour for all hours worked at the Employer's request on Saturday or Sunday.

## 10.1 PTO.

Full-time and part-time employees who have successfully completed 180 days of employment are eligible for participation in the Paid Time Off (PTO) Plan. PTO time shall accrue from the first day of employment. Paid Time Off (PTO) shall accrue for full-time employees on all paid hours not to exceed the equivalent of 2080 hours each calendar year of employment in accordance with the following schedule. Part-time employees accrue on a pro-rata basis. PTO hours are paid at the employees regular assigned shift rate when taken. PTO shall not accrue in excess of twice the employee's annual accrual rate.

Effective <u>first pay period following ratification:2/5/08</u>	Annual Accruals
0 —1 years	132 days (10496 hours)
2 — 3 years	154 days (12042 hours)
4 — 6 years	18 days (144 hours)
7 - 9 years	22 days (176 hours)
10- 14 years	254 days (200492 hours)
15+ years	265 days (2030 hours)

### 10.1.1 Paid Sick Leave (PSL).

Effective the first full pay period following date of ratification, PSL shall be provided in accordance with the PSL plan, which shall be incorporated by reference into this Agreement. There shall be no changes to the PSL plan except by mutual agreement. This agreement does not apply to administrative plan changes.

Paid Sick Leave (PSL) Carryover. At the end of the calendar year employees shall carry over up to eighty (80) hours of accrued but unused sick leave to the following year and any unused paid sick leave beyond eighty (80) hours will be forfeited at the end of each calendar year.

#### 10.1.4 Holidays.

A regular full-time employee who is not required to work on a designated holiday shall receive eight (8) hours of straight time pay for such holidays. Regular part-time employees shall receive holiday pay on a pro rata basis. The designated holidays are:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Four (4) Floating Holidays	

Employees who work on a designated holiday shall be paid for the holiday, plus for hours worked at 1.5 times the regular rate of pay. Time worked over employee's scheduled shift on a holiday shall be paid at 2.0 times the employee's regular rate of pay.

Employees accrue and shall use each year four floating holidays, which may be scheduled with agreement of the supervisor. Requests for floating holidays shall be made twenty-one (21) days prior to the month in which the day is requested to be taken, and will be scheduled with management approval. Floating holidays can be carried over from year to year. Scheduling for holiday work is based on staff rotation determined by management to meet client care needs.

#### 10.3 Vacation Scheduling.

All vacation must be scheduled in advance and be approved by the supervisor. The Employer shall have the right to schedule vacation in such a way as will least interfere with client care and work load requirements of the agency, provided that the limit on the number of employees is reasonable and based on objective client care considerations. Employees shall notify the supervisor of their proposed vacation time between October 15~~November 1~~ and December 15~~31~~ of each year for the time period of January 31~~16~~ through the following January 30~~15~~. Employees who give such notice will be notified of their approved vacation dates by the supervisor by January 15. The Employer shall work with employees to improve vacation request workflow utilizing current OMC software.

In the event of conflicting requests by employees for vacation time, length of service (seniority) shall prevail, subject to case load, client needs, skill, staffing and scheduling requirements, and further provided that any requests for time off that include any days in a week in which there is a designated holiday shall be rotated equitably from one year to the next in order to provide all employees with the opportunity to take vacation during the holidays.

Vacation requests submitted after December 31~~15~~ shall be considered on a first come, first serve basis.

## ARTICLE 14 LOW WORKLOAD

When it becomes necessary for Employer to implement a reduction in hours and/or staffing due to decreased patient demands, the following order of reduction will be followed, subject to client/patient needs, consideration of relevant skills and abilities and continuity of care:

1. Volunteers among regular full and part-time employees Contract or Temporary employees
2. Volunteers among Per Diem employees Volunteers among regular full and part-time employees
3. Contract or Temporary employees Per Diem employees
  
4. Equitable rotation among per diem employees
5. Equitable rotation among regular full and part-time employees

Vacation pay may be taken on low census days. Requests must be in writing. The Agency reserves the right to assign other Agency-related work duties consistent with the employee's skills and capabilities prior to implementing non-voluntary low census.

### 18.7 Health and Safety Committee.

The Employer shall establish a health and safety committee composed of elected employee representatives and management representatives who will meet no less than quarterly. The committee shall develop a policy regarding the general safety of employees, particularly visiting staff employees.

A Home Health focused work place violence prevention and action plan shall address personal safety with consideration for Home Health staff related to the following items:

- The physical attributes of the health care setting
- Staffing, including security staffing
- The reporting of violent acts
- Employee education and training
- Violence Prevention Training each year

Olympic Medical Home Health shall provide violence prevention training to all bargaining unit employees, relative to their area of work in the department or in the field.

The training shall occur within ninety (90) days of the employee's initial hiring date.

The training may include, but is not limited to, classes, videotapes, brochures, verbal training, or other verbal or written training that is determined to be appropriate under the plan.

The training will include areas of self-defense and aggressive behavior management.

The training shall address the following topics, as appropriate to the particular setting and to the duties and responsibilities of the particular employee being trained, based upon the identified hazards

- (1) General safety procedures;
- (2) Personal safety procedures;
- (3) The violence escalation cycle;

(4) Violence-predicting factors;

(5) Obtaining patient history from a patient with violent behavior;

(6) Verbal and physical techniques to de-escalate and minimize violent behavior;

(7) Strategies to avoid physical harm;

(8) Documenting and reporting incidents;

(9) The process whereby employees affected by a violent act may debrief;

(10) Any resources available to employees for coping with violence;

(11) The health care setting's workplace violence prevention plan.

Olympic Medical Home Health shall keep a record of any violent act against an employee, a patient, or a visitor occurring at the setting according to state recommended guidelines including a description of actions taken by employees and OMHH in response to the act.

Each record shall be kept for at least five years following the act reported, during which time it shall be available for inspection by the department upon request.

#### **18.9 Cell Phones.**

Employees who perform patient care in-house will receive a stipend of thirty-five dollars (\$35.00) per month upon presentation of proof of on-duty personal cell phone use. Upon request, the employee must furnish a copy of the employee's current monthly cellphone statement.. Requests for reimbursement must be submitted to Accounts Payable within thirty (30) days of the time period for which reimbursement is being requested. Employees who accept the stipend are expected to share their phone number with management, have a phone with them and will keep their cell phone on during work hours and when on call, consistent with Agency policy designed to assure compliance with State law, employee safety, and patient privacy. The Employer commits to establishing practices to maintain staff's cell phone number privacy when contacting patients view their personal cell phone

This article is limited to the time period prior to migration to OMHH issued phones.

Full migration shall be defined as:

- OMHH issued cell phones are used for all work related 2 factor authentication
- OMHH issued cell phones are used for all work-related text communication
- OMHH employee phone lists contains company cell phone numbers
- Employee personal phone number is only provided to administration and scheduling at OMHH

## ARTICLE 1 - TERM OF AGREEMENT

Duration. This Agreement shall become effective ~~upon ratification~~ ~~March 1, 2020~~, and shall continue in full force and effect through and including February 28, 202~~6~~~~3~~. It shall continue in full force from year to year thereafter unless written notice of the desire to amend the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration. If notice to amend is given, negotiations shall commence on a timely basis following the date of the notice. This Agreement shall remain in effect until the terms of a new or amended agreement are agreed upon; provided, however, that if a notice to amend is timely given, either party may at any time thereafter notify the other, in writing, of its desire to terminate this Agreement as of the date stated in such notice to terminate, which date shall be subsequent to the expiration date of the year in which such notice to amend is timely given and at least sixty (60) days subsequent to the giving of such notice to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this

day of , 202~~3~~~~0~~.

Clallam County Public Hospital District No. 2,  
d/b/a/ Olympic Medical Center

UFCW Local 21

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[Name, Title]

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[Name, Title]

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[Name, Title]

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[Name, Title]

### Side Letter

### **Patient Load**

The employer will make a good faith effort to work with the RN Case Manager to avoid mandatory overtime. A staffing committee shall be established and shall meet sixty (60) days following the ratification of this agreement. The committee shall consist of ~~up to four (4)~~ ~~three (3)~~ members from management and ~~four (4)~~ ~~three (3)~~ from the home health bargaining unit. The committee shall discuss patient loads and agree upon a mutual solution.



